EXHIBIT A

FEC - 22-14

AIA Document A101/CMa

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM
1992 Construction Manager-Adviser Edition - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS

COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA
DOCUMENT D401.

The 1992 Edition of AIA Document Azot/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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AGREEMENT

made as of the <u>Twenty-Eighth</u> day of <u>August</u> in the year of <u>Two Thousand Two</u>, (In words, indicate day, month and year)

BETWEEN the Owner: (Name and address) Indian River School District 31 Hoosier Street

RD 2, Box 156

Selbyville, Delaware 19975

and the Contractor:
(Name and address)

Mc Daniel Plumbing & Heating

205 D Old Churchmans Road

New Castle, Delaware 19720

For the following Project:

(Include detailed description of Project, location, address and scope.)

Sussex Central High School

RR 6, Box 130

Georgetown, Delaware 19947

Contract SC-B-14 Mechanical. Plumbing & ATC

The Construction Manager is:

(Name and address)

EDIS Company

110 S. Poplar Street, Suite 400

Wilmington, Delaware 19801

The Architect is:

(Name and address)

Becker Morgan Group

Port Exchange

312 West Main Street, Suite 300

Salisbury, Maryland 21801

The Owner and Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

© 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. AIA DOCUMENT A 101/CMa • OWNER-CONTRACTOR AGREEMENT • CONSTRUCTION MANAGER-ADVISER EDITION • AIA® • WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AtA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: sc-b-14 mcdaniel p & h.aia -- 10/16/2002. AIA License Number 1003994, which expires on 8/1/2003.

Electronic Format A101/CMa-1992

- Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as 5.2 follows:
- Provided an Application for Payment is submitted to the Construction Manager not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the 4th day of the second month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment.
- Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows: 5.6
- Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less relainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions;
- Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- Subtract the aggregate of previous payments made by the Owner; and 5.6.3
- Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.
- The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:
- Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.
- Reduction or limitation of retainage, if any, shall be as follows: (If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and (1) It is intended, prior to Substandar Compaction of the Contract Polyments, insert here provisions for such reduction or limitation.)
 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as

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provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

- Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or various? or modifications, and also regarding requirements such as written disclosures or waivers.)

- (Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)
- Other Provisions: 7.4 (Here list any special provisions affecting the Contract.)

ARTICLE 8 TERMINATION OR SUSPENSION

- The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions. 8.1
- The Work may be suspended by the Owner as provided in Article 14 of the General Conditions. 8.2

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: 9.1
- The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.
- The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition. as amended, modified and supplemented.
- The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 7-10-02, and are as follows:

Document

Title

Pages

AJA A201/CMa 1992

The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows: (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title

Pages

Project Manual for Sussex Central High School dated 7-10-02.

9.1.5 The Drawings are as follows, and are dated unless a different date is shown below: (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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Number

Title

Pages

27.5

See Drawings Index, Specification Secction 00850.

The Addenda, if any, are as follows: 9.1.6

Number

Date

Pages

Addendum No. 1 dated 7-24-02

Addendum No. 2 dated 8-5-02

Addendum No. 3 dated 8-12-02

Addendum No. 4 dated 8-13-02

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this advertisement. They should be listed here only if intended to be part of the Contract Documents.) Other documents, if any, forming part of the Contract Documents are as follows:

Contractor's Proposal dated 8-15-02

Letter of Intend dated 8-28-02

Certificate of Insurance dated 9-06-02

Performance Bond dated 9-5-02

Labor & Material Payment Bond dated 9-5-02

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

bbs Superintendent

Plumbing & Heating

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| | Contract: <u>SC-B</u> Description: <u>Meck</u> | 14 Pyba + ATC |
| | | |
| To: | Indian River School District | |
| | 31 Hoosier Street Selbyville, Delaware 19975 | |
| From: | McDaniel Plumbing Heating | (Name of Bidder) |
| | 205 Dold Churchmans Rd & New Castle DE 19720 | (Address of Bidder) |
| | 302-322-3075 | (Telephone Number of Bidder) |
| Re: | Sussex Central High School Bid Package "B" | |
| Dear S | ir: | |
| We, _ | McDaniel Plumbing & Heating Ir | (name of bidder) have received the |
| anume | ng Documents on the subject project, including the crated in the contract documents, all dated 1.1 | O.OZ |
| and ha | ave included their provision in our bid. We have ses and submit the following bid to perform all r | e examined the Bidding Documents and the |
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| | Classrooms | |
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See Section 01100 Alternates for Detailed Descriptions.

UNIT PRICE

NONE

<u>ADDENDA ACKNOWLEDGMENT</u>

The undersigned acknowledges receipt of the following addenda:

| ADDENDUM | NUMBER_ | DATE OF ADDENDUM |
|----------|---------|-------------------------|
| ~~~ | (1) | 7.74.02 |
| 4.1 | (2) | <u>8-5-07</u> |
| معمدا | (3) | 8.12-02 |
| Carre | (4) | 8.13.02 |
| 4001 | • •• | a land and the Original |

The undersigned has checked all of the above figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all technicalities and informalities in connection therewith. It is agreed that this Bid may not be withdrawn for a period of 30 days from time of opening.

The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the firm listed to all the Bid's conditions and provisions thereof.

It is agreed that no persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the contract that may be entered into as a result of this Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

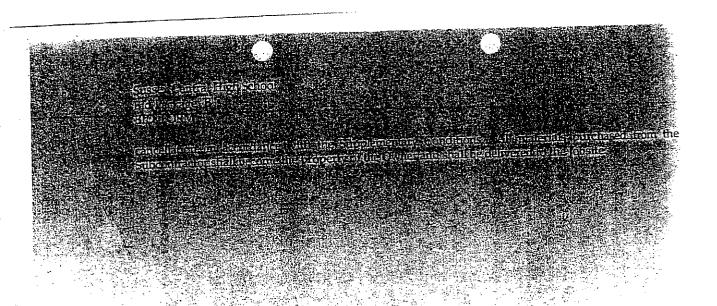
It is agreed that the undersigned has complied and/or will comply with all requirements of local, state and national laws, and that no legal requirements have been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

COMPLETION DATE

Should (I)/(We) be awarded the contract, (I)/(We) will complete all the work required in accordance with the Project Schedule.

CANCELLATION OF CONTRACT

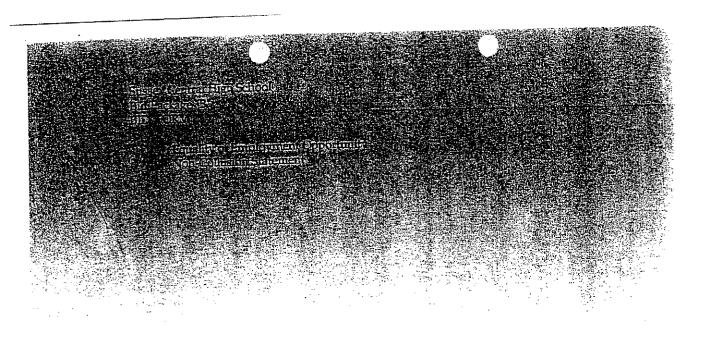
With the acceptance of this contract, it is to be understood and agreed that should this project be stopped for any valid reason by the Owner, the cost of all work completed to date and any materials which cannot be returned for credit or have been ordered and cannot be canceled will be paid in full. Contractor shall be entitled to a fee applied to the cost of the work and materials completed at the time of the notice of



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| | | Respectfully submitted, |
| | | |
| 0 | Signature when Bidder is an mo | ividual. |
| | (Date) | (Firm Name) |
| | | |
| | | (Owner) |
| (b) | Signature when Bidder is a part | nership: |
| (5) | Z-B | - |
| | (Date) | (Firm Name) |
| | • | |
| | | (Signature of Partner) |
| | | |
| | | (Signature of Partner) |
| | | (Signature of Partner) |
| | O | - |
| (c) | Signature when Bidder is a Corp | |
| | <u>8-15-02</u> (Date) | McDaniel Plumbing: Heating Joc. (Firm Name) By: Frank L. McHenry |
| | (Corporate seal) | By: Frank L. McHenry |
| • | | Title: Vice President |
| | (Telephone No.) | 302.322.3075 |
| | (Delaware Business License #) | 1995109030 |
| | (Employer I. D. #) | 510355770 |
| • • • • | (Signature) | 7-11/2 |
| ATT TO | (Name Typed) | Frank - McHenry |
| | (Title) | Vice President |
| | | (SEAL IF BIDDER IS A CORPORATION) |
| | | |

Attachments:

Bid Security
Subcontractor Listing



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| CONTRACTOR | NAME AND ADDRESS | DE BUSINESS NO. |
| Plomping | 205 Old Churchmans Rd | |
| Insert Name of Trade Sheet Metal | McDaniel Plumbingi Heat 205 Old Churchmans 2d | 1995109030 |
| Insert Name of Trade | Mew Castle DE 19720 Mc DANIA! Rumbiul: Hart 205 old charchmans Rd | 1995/09030 |
| Insert Name of Trade | NEWCASTLE DE 19720 | |
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Insert Name of Trade

Sussex Central High School Bid Package B BID FORM

REQUIREMENTS FOR SUBMITTATION THE FOUAL TRY OPPORTUNITY STATEMENT

DELAWARE STATE CODE TITLE 29 CHAPTER 6920

6920 Equality of employment opportunity on public works

a) As a condition to the awarding of any contract for public works financed in whole or in part by state appropriation all state contracting agencies shall include in every contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows"

"The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or natural origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

McDaniel Plbg: Htg COMPANY/ORGANIZATION

205 DOID Churchmans Rd ADDRESS

New Costle DE 19720

Frank L McHenry AUTHORIZED REPRESENTATIVE

SIGNATURE

8·15-02

DATE

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| | PATE SUS OS. |
| | Gentlemen: |
| | This is to certify that the undersigned bidder McDaniel Plumbing + Heating, Inc. |

BY: Frank L. McHenry, V.P.

CORPORATE SEAL

ATTEST:

SWORN to and SUBSCRIBED before me this

My Commission Expires:

JOSEPH M. PERONTI NOTARY PUBLIC STATE OF DELAWARE

My Commission Expires Aug. 20, 2004

This statement must be completed and signed in order that bids be considered.



Your Total Project Solution

28 August 2002

McDaniel Plumbing & Heating 205 D Old Churchmans Road New Castle, Delaware 19720

Re:

Sussex Central High School

Contract No. SC-B-14 Mechanical, Plumbing & ATC

EDIS COMPANY

110 South Poplar Street Suite 400 P.O. Box 2697 Wilmington, DE 19805-0697

Tel. (302) 421-5700 Fax (302) 421-5715

www.EDISCompany.com

Gentlemen:

On behalf of the Indian River School District, we are authorizing you to proceed with the work associated with Contract. No. SC-B-14 Mechanical, Plumbing & ATC. It is Indian School District's intention to issue you a contract in the amount of \$4,335,500, for this work as follows:

| Base Bid | \$4,289,000. |
|-------------------------------|--------------|
| Alt. #1 Auxiliary Gym | 33,000. |
| Alt. #2 Storage Area | 4,500. |
| Alt. #3 Classrooms | 9,000. |
| Alt. #4 Single Ply EPDM | 0 |
| Alt. #5 Exterior Brick Veneer | 0 |
| Total Contract Amount | \$4,335,500. |

Please submit Performance and Labor and Material Payment Bonds, your Certificate of Insurance and two copies of your Corporate Safety Policy to our office at the address listed above. Use the attached sample of AIA Document A312 for the Bonds and sample Certificate of Insurance for exact wording and limit requirements. Shop drawings and other submittals should also be prepared and directed to my attention at the address listed above. You are to proceed with the work in accordance with the project schedule.

We look forward to working with you on this project. If you have any questions, please call me.

Sincerely,

EDIS Company

Christian J. McCone

CM:jr

Attachment

cc: Greg Weer w/o att.

Sandra Carpenter w/o att.

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